

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

RADIUS INTERNATIONAL, INC.,
Plaintiff,

COMPLAINT

Civil Action No: 2:22-cv-6560

-against-

CARBEL USA, LLC

Defendant.

Plaintiff Radius International, Inc., by and through its attorneys, Whiteman Osterman & Hanna LLP, as and for its Complaint in the above-captioned action, alleges as follows:

THE PARTIES

1. Plaintiff Radius International, Inc., is a Massachusetts corporation with its principal place of business in Chelsea, Massachusetts.

2. Upon information and belief, Defendant Carbel USA, LLC is a New York limited liability company with its principal place of business in Freeport, New York.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), because Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds \$75,000.

4. Defendant is subject to this Court's jurisdiction because it is a New York limited liability company.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1), because Defendant is a resident of this district.

BACKGROUND

6. Plaintiff is a global logistics provider offering, among other things, international freight forwarding services to its clients.

7. On or about April 4, 2018, Plaintiff and Defendant entered into a credit agreement (the “Agreement”), wherein Plaintiff agreed to provide international freight forwarding services to Defendant.

8. More specifically, Defendant engaged Plaintiff to provide international shipping of Defendant’s freights to Russia.

9. Pursuant to the parties’ Agreement, Plaintiff provided shipping services to Defendant.

10. Plaintiff submitted invoices to Defendant between April 2022 and October 2022, true and accurate copies of which are collectively attached hereto as Exhibit A.

11. Pursuant to the terms of the Agreement, Defendant was obligated to pay invoices within thirty (30) days of the date issued.

12. Between April 2022 and September 2022, Plaintiff sent numerous emails to Defendant requesting that Defendant pay the balance on its account.

13. Plaintiff’s Director of Business Development also repeatedly communicated with Defendant’s President via text message requesting that Defendant submit payment.

14. Defendant’s President acknowledged that Defendant owed an outstanding balance to \$86,887.50, conceding and admitting that such balance was owed to Plaintiff.

15. Defendant nonetheless failed and/or refused to pay its outstanding balance.

16. On or about August 18, 2022, Plaintiff, via counsel, sent a demand letter to Defendant demanding that Defendant's outstanding balance be paid immediately. A copy of the demand letter is attached hereto as Exhibit B.

17. Defendant has failed and/or refused to make payments to Plaintiff, in breach of its obligations under the Agreement

18. Defendant's outstanding balance totals \$86,887.50.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

19. Plaintiff repeats and realleges all of the foregoing allegations with the same force and effect as though set forth at length herein.

20. Plaintiff and Defendant entered into a binding Agreement.

21. Plaintiff performed all of its obligations under the Agreement, and is not in breach of the Agreement.

22. Defendant has failed to perform its obligations under the Agreement

23. Specifically, despite due demand, Defendant has failed and/or refused to pay its outstanding balance incurred pursuant to the terms of the Agreement.

24. Defendant is therefore liable for breach of contract, and Plaintiff is entitled to damages in an amount to be proven at trial, but in no event less than \$86,887.50, plus attorneys' fees and statutory interest.

AS AND FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

25. Plaintiff repeats and realleges all of the foregoing allegations with the same force and effect as though set forth at length herein.

26. Plaintiff performed services for Defendant at Defendant's express request.

27. The fair and reasonable value of the aforementioned services provided by Plaintiff to Defendant which is still due and owing is no less than \$88,887.50, plus statutory interest.

28. Defendant has failed, neglected and refused to pay the aforementioned balance although demand for payment has been made and Defendant has made promises to make said payments.

29. By failing to pay for the reasonable value of the services provided by Plaintiff, Defendant has been unjustly enriched.

30. Based on the foregoing, Plaintiff is entitled to damages in an amount to be proven at trial, but in no event less than \$86,887.50, plus attorneys' fees and statutory interest.

AS AND FOR A THIRD CAUSE OF ACTION
(Quantum Meruit)

31. Plaintiff repeats and realleges all of the foregoing allegations with the same force and effect as though set forth at length herein.

32. Plaintiff performed services at Defendant's express request.

33. Defendant promised payment in the form under the Agreement executed by Plaintiff and Defendant.

34. Plaintiff performed services under the Agreement for Defendant.

35. Defendants have failed to pay the reasonable value for the services rendered by Plaintiff.

36. Defendant has failed, neglected and refused to pay the aforementioned balance although demand for payment has been made and Defendant has made promises to make said payments.

37. Based on the foregoing, Plaintiff is entitled to damages in an amount to be proven at trial, but in no event less than \$86,887.50, plus attorneys' fees and statutory interest.

WHEREFORE, Plaintiff Radius International, Inc. respectfully requests that this Court issue judgment in its favor against Defendant Carbel USA, LLC, in an amount to be proven at trial but in no event less than \$86,887.50, plus attorneys' fees and pre-judgment interest, together with such other and further relief as the Court deems just and proper.

Dated: October 28, 2022

WHITEMAN OSTERMAN & HANNA LLP

By:



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